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In this case involving the doctrine of an attractive nuisance, the English court distinguishes the leading case of *Cooke* v. *Midland & Gt. Western Ry.*, [1909] A. C. 229, in which an infant was injured by playing on a turntable, saying, "there the decision clearly proceeded upon the inference that the children resorted to the turntable with the tacit permission of the Railway Co.," while in the instant case the children deliberately did what they knew they were forbidden to do, and the warnings brought home to them negatived the allurement afforded by the moving staircase. The American cases, known as the "turntable" cases, 19 L. R. A. (N. S.) 1094, *Note*, do not emphasize this distinction, although in *Comer* v. *Winston-Salem*, 178 N. C. 383, discussed in 18 MICH. L. REV. 340, the court held where neighborhood children had been accustomed to play near a bridge, it was negligence not to provide sufficient protection for children watching the colored water rushing through under the bridge. Ever since the first case of this sort, *Railroad* v. *Stout*, 17 Wall. 657, citing the English case of *Lynch* v. *Nurdin*, 1 Q. B. 29, 10 L. J. Q. B. 73, the tendency has been to limit the application of the attractive nuisance doctrine. For a complete discussion see 5 MICH. L. REV. 357. It would seem as if the English court has worked out a distinction by asking whether the child is an invitee by tacit permission, but has not solved the difficulty, for it is always a question as to just what makes a tacit invitation, and one by no means easy of solution, although this test may be very effective in denying any further extension to new sets of facts of the "turntable" principle.

PARTIES—SUIT BY REPRESENTATIVES OF A CLASS—JURISDICTION OF FEDERAL COURTS.—Several hundred members of the Supreme Tribe of Ben-Hur, an Indiana fraternal beneficiary society, filed a bill in the United States District Court in Indiana, on their own behalf and as representatives of several thousand other members of the same class, to enjoin certain uses of trust funds held by the society. No Indiana members were individually named as parties. A decree was made. The Indiana members of the society subsequently commenced actions in the Indiana State courts involving the same matters decided in the federal case, and the question was presented whether the Indiana members were so far parties to the federal suit as to be bound by the federal decree and precluded from relitigating in the State courts. *Held*, on certificate to the United States Supreme Court, that all members of the class, both in and out of Indiana, were bound by the decree. *Supreme Tribe of Ben-Hur* v. *Cauble*, (U. S. Sup. Ct., No. 274), decided March 7, 1921.

This raises and settles a very interesting and important question. It was considered by the lower federal court that the Indiana members could not be deemed present in the suit by class representation because their presence would oust the court of jurisdiction, since the sole ground of federal jurisdiction was diverse citizenship. 264 Fed. 247. But the Supreme Court of the United States held that class suits were long known to the equity practice, that such a suit could have been maintained in a State court, that federal courts must be deemed to exercise as broad equity powers as State courts of equity, that unless a decree in such a suit would be binding on all members,

whether resident in the same State as the federal forum or elsewhere, the federal courts would be practically excluded from handling important cases of this nature, for it would be intolerable to allow parallel class suits to proceed in State and federal courts for or against different groups of the same class. The decision makes the relation between those members of the class who are actually present and those who are merely present by representation, the same, for jurisdictional purposes, as the relation between trustees and beneficiaries, for it always has been held that it is the citizenship of the administrator or executor (*Memphis St. Ry. Co.* v. *Bobo,* 232 Fed. 708), or trustee (*Johnson* v. *City of St. Louis,* 172 Fed. 31, 96 C. C. A. 617), or receiver (*Irvine* v. *Bankard,* 181 Fed. 206), or guardian (*Mexican Central Ry. Co.* v. *Eckman,* 187 U. S. 429), and not the citizenship of the parties beneficially interested, which controls the jurisdiction of the federal court.

PUBLIC SERVICE CORPORATIONS—FREE USE OF GAS BY LESSOR—DUTY OF EQUAL SERVICE.—Plaintiff, a public service corporation, sued to enjoin defendant from interfering with its pipes. Its success depended upon the invalidity of a covenant in its lease giving the defendant, the lessor, the right to supply his residence with gas without charge, by connecting it with plaintiff's well. Plaintiff contended the covenant was void because in violation of a statute requiring public service corporations to serve all on equal terms. *Held,* the effect of the covenant was to give the company the right to devote to the public service only so much as remains after the reasonable demands of the defendant are satisfied, and the provision of law referred to, is therefor, not applicable. *Pittsburgh & West Va. Gas Co.* v. *Nicholson,* (W. Va., 1921) 105 S. E. 784.

Ordinarily under a provision of law requiring public service corporations to serve all on equal terms, a contract to render service in return for anything but a monetary consideration is invalid. *Dorr* v. *Railroad Co.,* 78 W. Va. 764; *Bell* v. *Kanawha T. Co.,* 83 W. Va. 640; *Shrader* v. *Steubenville Co.,* 99 S. E. 207; *City of Charleston* v. *Public Service Comm.,* 103 S. E. 673. Thus, an agreement by a railroad company to issue annual passes for a period of years in return for a grant of land is invalid under such a provision. *Dorr* v. *Railroad Co., supra; Bell* v. *Kanawha Tr. Co., supra.* Also an agreement to do so in settlement of a claim for injuries, *Louisville & N. R. Co.* v. *Mottley,* 219 U. S. 467; or in return for advertising, *State* v. *U. Pac.,* 87 Neb. 29; *U. S.* v. *C. I. & L. R. Co.,* 163 Fed. 114. An agreement to furnish free water to a city in return for the right to lay mains in the streets is likewise objectionable under such a provision. Even though such agreements are lawful when made, a subsequent law requiring uniformity of rates will invalidate them, and the clause in the federal constitution forbidding the states to pass laws impairing the obligation of contracts affords them no protection. *Raymond Lumber Co.* v. *Raymond Light & Water Co.,* 92 Wash. 330; *Hite* v. *C. I. & W. R. Co.,* 284 Ill. 297. In order to be certain of the uniformity which the legislature seeks to secure by such provisions, an unvarying standard is necessary, and the only feasible one is money. If services and materials furnished are compensated for with money, the recipients can purchase serv-